

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-C9E		PAGE OF 1 24 PAGES	
2. CONTRACT NO.		3. SOLICITATION NO. N00164-01-R-0055		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 4/16/01	
7. ISSUED BY Contracting Officer (J.D. Martin; 1164EF) NAVSURFWARCENDIV 300 Highway 361 Crane, IN 47522-5011		CODE N00164		8. ADDRESS OFFER TO (If other than Item 7) Same as block 7 except mark "Bid Room Depository"			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Building 64 until 2:00 PM local time 5/16/01
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-10.
All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME J.D. Martin	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (812)854-3723
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10. CALENDAR DAYS %	20. CALENDAR DAYS %	30. CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY	
15B. TELEPHONE NO. (Include area code)		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	
				18. OFFER DATE	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 10 U.S.C. 253(c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7)		CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA	
				28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

NSN 7540-01-152-8064
PREVIOUS EDITION NOT USABLE

PerFORM (DLA)

STANDARD FORM 33 (Rev. 4-85)
Prescribed by GSA

SECTION "B"

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	Ultra Low Maintenance (ULM) Nickel Cadmium (Ni-Cad) batteries. The units shall be manufactured in accordance with the specifications that are available upon request. The specifications are listed by reference in section "J" but due to length are not provided with this solicitation but are available electronically upon request to the contracting officer. The Government shall order a minimum of 8 each and a maximum of 386 each.				
0001AA	Minimum quantity of 8 each of item 0001.	8	EA	\$_____	\$_____
0001AB	Pricing for the remaining 378 units shall be proposed in the table below.				

Offerors shall provide pricing for line item 0001AB in the quantities and for the time frames that follow. The Government shall have the right to place a delivery order for any quantity during the life of the contract that falls at or between 1 each and 378 each (the maximum of 386 each less the minimum of 8 each). In order to provide pricing for quantities ordered that fall between those listed below, the following formula will apply.

$$UP = UP_{nh} + (Q_h - QO) * ((UP_{nl} - UP_{nh}) / (Q_h - Q_l))$$

Where:

UP_{nh} = Unit Price for the higher quantity (range upper limit) in the applicable ordering period

UP_{nl} = Unit Price for the lower quantity (range lower limit) in the applicable ordering period

Q_h = Quantity at the range upper limit

Q_l = Quantity at the range lower limit

QO = Quantity being ordered

Order Placed From Effective Date of Contract Through The One Year Anniversary Date of Contract

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	ea		
30	ea		
90	ea		
150	ea		
210	ea		
270	ea		
330	ea		
378	ea		

Order Placed From One Year and One Day From Anniversary Date of Contract Through The Two Year Anniversary Date of Contract

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	ea		
30	ea		
90	ea		
150	ea		
210	ea		
270	ea		
330	ea		
378	ea		

Order Placed From Two Years and One Day From Anniversary Date of Contract Through The Three Year Anniversary Date of Contract

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	ea		
30	ea		
90	ea		
150	ea		
210	ea		
270	ea		
330	ea		
378	ea		

Prices will be evaluated by calculating the average unit price for all of the above quantities for all contract years. The following is an example from a different RFP with different data points, using fictitious proposed prices, just to show how unit prices will be calculated when delivery orders are placed and showing how price proposals will be considered for evaluation purposes.

Order Placed From Effective Date of Contract Through 31 July 2000

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	Set	\$100	\$100
10	Sets	\$95	\$950
20	Sets	\$88	\$1,760
35	Sets	\$85	\$2,975

Order Placed From 01 August 2000 Through 31 July 2001

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	Set	\$105	\$105
10	Sets	\$100	\$1,000
20	Sets	\$93	\$1,860
35	Sets	\$90	\$3,150

Order Placed From 01 August 2001 Through 31 July 2002

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	Set	\$110	\$110
10	Sets	\$105	\$1,050
20	Sets	\$98	\$1,960
35	Sets	\$95	\$3,325

Evaluated Price = $100 + 95 + 88 + 85 + 105 + 100 + 93 + 90 + 110 + 105 + 98 + 95 = 1,164 / 12 = \97

Price for a delivery order in year 3 for a quantity of 7 sets. The unit price would be calculated as follows:

$$UP = UP_{nh} + (Q_h - Q_O) * ((UP_{nl} - UP_{nh}) / (Q_h - Q_i))$$

$$UP = 105 + (10 - 7) * ((110 - 105) / (10 - 1))$$

$$UP = 105 + (3) * (5 / 9)$$

$$UP = 105 + (3) * (.55)$$

$$UP = 105 + 1.65$$

$$UP = \$106.65$$

SECTION "B" NOTES:

- (1) SECTION "K" herein will be incorporated by reference and made a material part of any resultant contract in accordance with FAR 15.406-1(b).
- (2) The agency authorized to place delivery orders against this contract is: Crane Division, Naval Surface Warfare Center, Crane, IN 47522.
- (3) Delivery orders shall be placed against this contract using a DD 1155.
- (4) Delivery orders placed under this contract shall be placed no later than three years from the effective date of contract.

EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either part associated with collected such small dollar amounts could exceed the amount to be recovered.

SECTION "C" - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993) – (5407)

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data Item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs which may be assigned and which are not already in possession of the Contractor.

EXCLUSION OF MERCURY (NAVSEA) (May 1998) – (5409)

Mercury or mercury containing compounds shall not be intentionally added or come in direct contact with hardware or supplies furnished under this contract.

GOVERNMENT-FURNISHED PROPERTY (ASBESTOS) (NAVSEA) (SEP 1990) – (5412)

The Government will provide only that property set forth below, notwithstanding any provisions of the specification(s) to the contrary. Upon Contractor's written request to NAVSEA 56ZF21 via the cognizant Contract Administration Office, the Government will furnish the following for incorporation in the equipment to be furnished under Lot(s) under this contract:

Asbestos, as specified below

The Contractor shall provide in the spaces below the required amounts of asbestos:

Lot	Asbestos Content (LBS.)
_____	_____
_____	_____
_____	_____

SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)(5418)

(a) Definitions.

- (i) A "zero-tier reference" is a specification, standard, or drawing that is cited in the contract (including its attachments).
- (ii) A "first-tier reference" is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing.

(b) Requirements.

All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only.

UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)(5420)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of the deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

SECTION "D" - PACKAGING AND MARKING**IDENTIFICATION MARKING OF PARTS (NAVSEA) (NOV 1996) (5504)**

(a) Identification marking of individual parts within the systems, equipment, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

- (1) Parts shall be marked in accordance with generally accepted commercial practice.
- (2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

MARKING AND PACKING LIST(S) (NAVSEA) (NOV 1996) (5505)

- (a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with best commercial practice.
- (b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items. Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.
- (c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.
- (d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number.

MARKING FOR SHIPMENT (5511)

The Contractor shall mark all shipments under a resulting contract to include the following items:

Contract Number; Item Number; Lot Number (when applicable); Part Number; National Stock Number; Contractor Model Number; Serial Number; Packing Date; Attn: Terry Merriweather, Code 6095, Bldg. 2949

PROHIBITED PACKING MATERIALS

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

SECTION "E" - INSPECTION AND ACCEPTANCE

I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

II. DEFENSE FAR SUPPLEMENT (DFARS) (48 CFR CHAPTER 2) CLAUSES

PART I

<u>FAR Subsection</u>	<u>Title</u>	<u>Date</u>
52.246-02	Inspection of Supplies--Fixed-Price	Aug 1996
52.246-16	Responsibility for Supplies	Apr 1984
<u>DFARS Subsection</u>	<u>Title</u>	<u>Date</u>
252.246-7000	Material and Inspection and Receiving Report	Dec 1991

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CLAUSES IN FULL TEXT

INSPECTION AND ACCEPTANCE LANGUAGE FOR F.O.B. DESTINATION (5604)

Item(s) 0001AA & 0001AB - Inspection and acceptance shall be made at destination by a representative of the Government.

ACCEPTANCE VERIFICATION (5608)

After delivery of supplies/services as defined in FAR 52.211-08, the Government shall accept/reject supplies/services to be provided hereunder within 60 days for the minimum quantities and 30 days for all remaining quantities after receipt of supplies/services at NAVSURFWARCENDIV Crane.

SECTION "F" - DELIVERIES OR PERFORMANCE PART I

<u>FAR Subsection</u>	<u>Title</u>	<u>Date</u>
52.242-15	Stop Work Order	Aug 1989
52.242-17	Government Delay of Work	Apr 1984
52.247-34	F.o.b. Destination	Nov 1991
52.247-48	F.o.b Destination – Evidence of Shipment	Feb 1999

CLAUSES IN FULL TEXT

DELIVERY REQUIREMENTS

For item 0001AA the minimum quantities of 8 each shall be delivered as follows:

4 ea – 150 days from effective date of delivery order

4 ea – 180 days from effective date of delivery order

For quantities in excess of the minimum, the contractor shall deliver at a rate of 33 each per month.

Accelerated deliveries are acceptable at no additional cost to the Government.

DELIVERY LANGUAGE FOR F.O.B. DESTINATION (5704)

All supplies hereunder shall be delivered with all transportation charges prepaid, in accordance with the clause hereof entitled "F.O.B. DESTINATION" (FAR 52.247-34). The Contractor shall not ship directly to a military air or water port terminal without authorization by the cognizant Contract Administration Office. Except when the Material Inspection and Receiving Report (MIRR) (DD 250) is used as an invoice, the Contractor shall enter unit prices on all MIRR copies. Contract line items shall be priced using actual prices, or if not available, estimated prices. When the price is estimated, an "E" shall be entered after the price. All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

PLACE OF DELIVERY (5707)

The material to be furnished hereunder shall be delivered F.o.b. destination with all transportation charges paid by the supplier to:

RECEIVING OFFICER; BLDG 41S CODE 1121; NAVSURFWARCDIV; CRANE, IN 47522-5011; Mark For: Code 6095 ; Attn: Terry Meriweather.

The contractor shall schedule deliveries under this contract to ensure arrival at destination only on Monday through Friday (excluding holidays) between the hours of 7:00 AM and 2:00 PM EST. The receiving facility for this material is closed on Saturdays and Sundays.

SECTION "G" - CONTRACT ADMINISTRATION DATA

GENERAL PROCUREMENT INFORMATION

BUSINESS HOURS

Crane Division, Naval Surface Warfare Center, Crane, Indiana, allows flexible working hours for its employees. The normal eight-hour shift may be worked between the hours of 6:30 AM and 5:30 PM EST. Many of our employees work 6:30 AM to 3:00 PM as a regular practice. The core time, when all employees are scheduled to work, is 9:00 AM to 3:00 PM.

Offerors are reminded to list your Commercial and Government Entity (CAGE) Code and DUNS Number in Block 15a of Page 1.

It is requested that technical questions concerning this procurement be submitted, **in writing**, to arrive at NAVSURFWARCDIV Crane not later than 2:00 PM EST on the seventh calendar day preceding the date shown in item 9 on page 1 addressed as follows:

Contracting Officer; Crane Division, Naval Surface Warfare Center; Attn: J.D. Martin, Code 1164EF, Bldg. 64
300 Highway 361; Crane, IN 47522-5011

SPECIAL NOTICE - The Director, Defense Procurement has revised DFARS to require contractors to be registered in the Central Contractor Registration (CCR) as a condition for receipt of contract award effective 1 June 1998. Offerors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at www.ccr.dlsc.dla.mil. For further details regarding the requirements of CCR, offerors are advised to review the requirements of DFAR 252.204-7004 contained herein.

The mission at NAVSEA Crane is to provide quality and responsive acquisition services for this Command. In an effort to continue to improve our services, NAVSEA Crane is conducting a survey of our vendors. This survey may be found on the World Wide Web at the following address: <http://www.crane.navy.mil/supply/VendorSurvey.htm>. Your comments will help us determine if we are accomplishing this and show us ways to improve our processes. Please consider taking the time to complete the survey.

CLAUSES IN FULL TEXT

Submission Of Invoices (Fixed Price) (NAPS 5252.232-9000) (JUL 1992)

(a) "Invoice" as used in this clause does not include contractor requests for progress payments.

(b) The contractor shall submit original invoices with copies to the address identified in the-solicitation/-contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

- ☐ a separate invoice for each activity designated to receive the supplies or services.
- ☐ a consolidated invoice covering all shipments delivered under an individual order.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

CONTRACT ADMINISTRATION DATA LANGUAGE

(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

PURCHASING OFFICE REPRESENTATIVE:

SECTION "H" - SPECIAL CONTRACT REQUIREMENTS

As used throughout this contract, the following terms shall have the meanings set forth below:

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

(d) **NATIONAL STOCK NUMBERS** - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) **National Item Identification Number (NIIN).** The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) **National Stock Number (NSN).** The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

SECTION "I" - CONTRACT CLAUSES

PART I

<u>FAR Subsection</u>	<u>Title</u>	<u>Date</u>
52.202-01	Definitions	Oct 1995
52.203-03	Gratuities	Apr 1984
52.203-05	Covenant Against Contingent Fees	Apr1984
52.203-06	Restrictions on Subcontractor Sales to the Government	Jul 1995
52.203-07	Anti-Kickback Procedures	Jul 1995

52.203-08	Cancellation, Rescission, and Recovery of Funds for illegal or Improper Activity	Jan 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 1997
52.204-04	Printing/Copying Double-Sided on Recycled Paper	Aug 2000
52.208-09	Contractor Use of Mandatory Sources of Supply	Mar 1996
52.209-06	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Debarment	Jul 1995
52.211-05	Material Requirements	Aug 2000
52.211-15	Defense Priority and Allocation Requirements	Sep 1990
52.215-02	Audit and Records Negotiation	Jun 1999
52.215-08	Order of Precedence-Uniform Contract Format	Oct 1997
52.215-14	Integrity of Unit Prices—Alt I	Oct 1997
52.219-08	Utilization of Small Business Concerns	Oct 2000
52.222-20	Walsh-Healey Public Contracts Act	Dec 1996
52.222-26	Equal Opportunity	Feb 1999
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era	Apr 1998
52.222-36	Affirmative Action for Workers with Disabilities	Jun 1998
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	Jan 1999
52.223-06	Drug-Free Workplace	Jan 1997
52.223-14	Toxic Chemical Release Reporting	Oct 2000
52.225-13	Restrictions on Certain Foreign Purchases	Jul 2000
52.226-01	Utilization of Indian Organizations and Indian-Owned Economic Enterprises	Jun 2000
52.227-01	Authorization and Consent	Jul 1995
52.227-02	Notice and Assistance Regarding Patent and Copyright Infringement	Aug 1996
52.229-04	Federal, State, and Local Taxes (Noncompetitive Contract)	Jan 1991
52.229-05	Taxes-- Contracts performed in U.S. Possessions or Puerto Rico	Apr 1984
52.232-01	Payments	Apr 1984
52.232-08	Discounts for Prompt Payment	May 1997
52.232-11	Extras	Apr 1984
52.232-17	Interest	Jun 1996
52.232-23	Assignment of Claims (Jan 1986)--Alternate I	Apr 1984
52.232-25	Prompt Payment	Jun 1997
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	May 1999
52.233-01	Disputes	Dec 1998
52.233-03	Protest After Award	Aug 1996
52.242-13	Bankruptcy	Jul 1995
52.243-01	Changes-- Fixed-Price	Aug 1987
52.244-05	Competition in Subcontracting	Dec 1996
52.246-23	Limitation of Liability	Feb 1997
52.249-02	Termination for Convenience of the Government (Fixed-Price)	Sep 1996
52.249-08	Default (Fixed-Price Supply and Service)	Apr 1984
52.253-01	Computer Generated Forms	Jan 1991
	PART II	
DFARS	Title	Date
Subsection		
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	Mar 1999
252.204-7003	Control of Government Personnel Work Product	Apr 1992
252.204-7004	Required Central Contractor Registration	Mar 2000
252.209-7000	Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty	Nov 1995
252.209-7004	Subcontracting with Firms that are owned or controlled by the Government of a Terrorist Country	May 1998
252.225-7001	Buy American Act and Balance of Payments Program	Mar 1998
252.225-7002	Qualifying Country Sources as Subcontractors	Dec 1991

252.225-7009	Duty-Free Entry--Qualifying Country End Products and Supplies	Aug 2000
252.225-7012	Preference for Certain Domestic Commodities	Aug 2000
252.225-7016	Restriction on Acquisition of Ball or Roller Bearings	Dec 2000
252.225-7025	Restrictions on Acquisitions of Forgings	Jun 1997
252.225-7031	Secondary Arab Boycott of Israel	Jun 1992
252.231-7000	Supplemental Cost Principles	Dec 1991
252.243-7001	Pricing of Contract Modifications	Dec 1991
252.243-7002	Request for Equitable Adjustment	Mar 1998
252.246-7000	Material Inspection and Receiving Report	Dec 1991
252.247-7023	Transportation of Supplies by Sea	Mar 2000

CLAUSES IN FULL TEXT

ORDERING (OCT 1995) (FAR 52.216-18)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of contract through 36 months from the effective date of contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

ORDER LIMITATIONS (OCT 1995) (FAR 52.216-19)

(a) Minimum Order. When the Government requires supplies or services covered by this contract in an amount of less than one each, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum Order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 378 each

(2) Any order for a combination of items in excess of 378 each ;

or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirement contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 14 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for the reasons. Upon receiving this notice, the Government may acquire the supplies or service from another source.

INDEFINITE QUANTITY (OCT 1995) (FAR 52.216-22)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor

within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 45 months from the effective date of contract.

PROHIBITION OF SEGREGATED FACILITIES (52.222-21) (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms and necessary dressing or sleeping areas, which shall be provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)(FAR 52.223-3)

(a) "*Hazardous material*," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

- (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
- (ii) Obtain medical treatment for those affected by the material; and
- (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (FAR 52.244-6)
(OCT 1998)

(a) *Definitions.*

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O.11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C.793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C.1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (52.252-2)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses*(es): <http://www.arinet.gov/far>

AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984) (FAR 52.252-6)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

IDENTIFICATION OF SOURCES OF SUPPLY (NOV 1995) (DFARS 252.217-7026)

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE						
	National	Commercial	Source of Supply			Actual
Line	Stock	Item	Company	Address	Part No.	Mfg?
<u>Items</u>	<u>Number</u>	<u>(Y or N)</u>				
(1)	(2)	(3)	(4)	(4)	(5)	(6)
(1) List each deliverable item of supply and item of technical data.						
(2) If there is no national stock number, list "none."						
(3) Use "Y" if the item is a commercial item; otherwise use "N." If "Y" is listed, the Offeror need not complete the remaining columns in the table.						
(4) For items of supply, list all sources. For technical data, list the source.						
(5) For items of supply, list each source's part number for the item.						
(6) Use "Y" if the source of supply is the actual manufacturer; "N" if it is not; and "U" if unknown.						

HAZARD WARNING LABELS (DEC 1991) (DFAR 252.223-7001)

- (a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.
- (b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:
- (1) Federal Insecticide, Fungicide and Rodenticide Act;
 - (2) Federal Food, Drug and Cosmetics Act;
 - (3) Consumer Product Safety Act;
 - (4) Federal Hazardous Substances Act; or
 - (5) Federal Alcohol Administration Act.
- (c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL
(If None, Insert "None")

ACT

- (d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.
- (e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

STANDARD COMMERCIAL WARRANTY (6001)

The contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided such warranty is available at no additional cost to the Government. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause nor does it limit the Government's rights with regard to the other terms and conditions of this contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty. The standard commercial warranty period shall begin upon final acceptance of the applicable material and/or services listed in the Schedule.

The contractor shall provide a copy of its standard commercial warranty (if applicable) with its offer. The warranty covers a period of __ months. (Offeror is to insert number.)

HAZARDOUS MATERIALS (6002)

(a) Packaging, Packing, Marking and Labeling Hazardous materials to be shipped by any mode or combination of transportation modes shall be prepared (properly classed, described, packaged, marked, labeled, transport vehicle placarded, etc.) for shipment in accordance with MIL-STD-129 and all applicable government and carrier regulations in effect at time of shipment.

(b) In the event of a conflict between specific requirements in the contract or order and existing applicable regulations, the regulations take precedence. Under no circumstances shall the contractor knowingly use materials, markings or procedures which are not in accordance with laws and regulations applicable to the mode of transportation employed.

TYPE OF SHIPMENT

APPLICABLE REGULATIONS

- | | |
|-------------------------------|---------|
| 1. Domestic | A |
| 2. Domestic Air Commercial | A, B, C |
| 3. Domestic Air Military | A, F |
| *4. Export Surface | A, E, G |
| *5. Export Air Commercial | A, D, G |
| *6. Export Air Military (MAC) | F, G |

LIST OF REGULATIONS

A. Code of Federal Regulations Title: 49 Transportation Parts 100-199

B. Official Air Transport Restricted Articles Tariff No. 6-D C.A.B. 82

C. Official Air Transport Restricted Articles Circular No. 6-D

D. International Air Transport Association Restricted Articles Regulations

E. International Maritime Dangerous Goods Code

F. Air Force Regulation 71-4 Preparation of Hazardous Materials for Military Shipment

*G. Export shipments are also subject to the domestic regulations indicated to the port of embarkation.

PERFORMANCE EVALUATION (6008)

The Government will evaluate the performance of the contractor awarded the contract resulting from this solicitation, in accordance with FAR 42.15. The following performance rating factors will be utilized:

Quality; Cost Control; Timeliness of Performance; Business Relations; Customer Satisfaction

SECTION "J" - LIST OF ATTACHMENTS

<u>Description</u>	<u>Date</u>	<u>No. of Pages</u>
<u>Attachments</u>		
Performance Specification Sheet 81757/14(AS)	3/1/99	Available on Request
Performance Specification Sheet MIL-PRF-81757/14(AS) Amendment 1	2/23/01	Available on Request
Performance Specification MIL-PRF-81757D	3/1/99	Available on Request

SECTION "K" - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

- I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) PROVISIONS
- II. DEFENSE FAR SUPPLEMENT (DFARS) (48 CFR CHAPTER 2) PROVISIONS

PART I		
<u>FAR Subsection</u>	<u>Title</u>	<u>Date</u>
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Apr 1991

PROVISIONS IN FULL TEXT

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985) (FAR 52.203-2)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____
(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

TAXPAYER IDENTIFICATION (OCT 1998) (FAR 52.204-3)

(a) *Definitions.*

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

() TIN: _____.

() TIN has been applied for.

- () TIN is not required because:
- () Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- () Offeror is an agency or instrumentality of a foreign government;
- () Offeror is an agency or instrumentality of the Federal Government.
- (e) *Type of organization.*
- () Sole proprietorship;
- () Partnership;
- () Corporate entity (not tax-exempt);
- () Corporate entity (tax-exempt);
- () Government entity (Federal, State, or local);;
- () Foreign government;
- () International organization per 26 CFR 1.6049-4;
- () Other _____.
- (f) *Common Parent.*
- () Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- () Name and TIN of common parent::

Name _____

TIN _____

WOMEN-OWNED BUSINESS [OTHER THAN SMALL BUSINESS (MAY 1999) (FAR 52.204-5)]

- (a) [*Definition.* Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.]
- (b) [*Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.] The offeror represents that it [] is, [] is not a women-owned business concern.]

ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987) (FAR 52.207-4)

- (a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

_____ (b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>
_____ (c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a database for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.			

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2001)(FAR 52.209-5)

- (a)
- (1) The Offeror certifies, to the best of its knowledge and belief, that --
- (i) The Offeror and/or any of its Principals --
- (A) Are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of

contracts by any Federal agency;

(B) Have ___ have not ___, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(C) Are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; (D) Have ___ have not ___, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and (E) Are ___ are not ___ presently indicted for or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(I)(B) of this provision,

(ii)

(A) The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has ___ has not ___ within the past three-years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws-

(1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The Offeror has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

PLACE OF PERFORMANCE (OCT 1997) (FAR 52.215-06)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the spaces provided the required information:

Place of Performance (Street, Address
City, County, State, Zip Code)

Name and Address of Owner and Operator of the Plant or
Facility if Other Than Offeror or Respondent

SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000) (FAR 52.219-1) – ALT II (OCT 2000)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ [insert NAICS code].

(2) The small business size standard is _____ [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it * is, * is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it * is, * is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it * is, * is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it * is, * is not a service-disabled veteran-owned small business concern.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

Alternate II (Oct 2000). As prescribed in 19.307(a)(3), add the following paragraph (b)(7) to the basic provision:

(7) *[Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.]* The offeror shall check the category in which its ownership falls:

- ☐ Black American.
- ☐ Hispanic American.
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2001)(FAR 52.222-18)

(a) Definition. Forced or indentured child labor means all work or service--

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed endproducts from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product:	Listed Countries of Origin:

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

- ☐ (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.
- ☐ (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999) (FAR 52.222-22)

The offeror represents that—

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation,

(b) It () has, () has not, filed all required compliance reports; and

Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

AFFIRMATIVE ACTION COMPLIANCE (APR 1984) (FAR 52.222-25)

The offeror represents that (a) it () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor, provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL (DEC 1991) (DFARS 252.208-7000)

(a) The Government intends to furnish precious metals required in the manufacture of items to be delivered under the contract if the Contracting Officer determines it to be in the Government's best interests. The use of Government-furnished silver is mandatory when the quantity required is one hundred troy ounces or more. The precious metals will be furnished pursuant to the Government Furnished Property clause of the contract.

(b) The Offeror shall cite the type (silver, gold, platinum, palladium, iridium, rhodium, and ruthenium) and quantity in whole troy ounces of precious metals required in the performance of this contract (including precious metal required for any first article or production sample), and shall specify the national stock number (NSN) and nomenclature, if known of the deliverable item requiring precious metals.

Deliverable Item

Precious Metal*

Quantity

(NSN and Nomenclature)

*If platinum or palladium, specify whether sponge or granules are required.

(c) Offerors shall submit two prices for each deliverable item which contains precious metals--one based on the Government furnishing precious metals, and one based on the Contractor furnishing precious metals. Award will be made on the basis which is in the best interest of the Government.

(d) The contractor agrees to insert this clause, including this paragraph (d), in solicitations for subcontracts and purchase orders issued in the performance of this contract, unless the Contractor knows that the item being purchased contains no precious metals.

DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998) (DFARS 252.209-7001)

(a) *Definitions.*

As used in this provision --

- (1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.
- (2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.
- (3) "Significant interest" means --
 - (i) Ownership of or beneficial interest in five percent or more of the firm's or subsidiary's securities. Beneficial interest

includes holding five percent or more of any class of the firm's securities in "nominee shares", "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers of the firm;

(iv) Ownership of ten percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding fifty percent or more of the indebtedness of a firm.

(b) *Prohibition on award.*

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) *Disclosure.*

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

REPRESENTATION OF EXTENT OF OCEAN TRANSPORTATION BY SEA (AUG 1992) (DFARS 252.247-7022)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of the solicitation.

(b) Representation.

The Offeror represents that it--

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

SECTION "L" - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

<u>PART I</u>		
<u>FAR Subsection</u>	<u>Title</u>	<u>Date</u>
52.204-06	Data Universal Numbering System (DUNS) Number	Apr 1998
52.211-15	Notice of Priority Rating for National Defense Use	Sep 1990
<u>PART II</u>		
<u>DFARS Subsection</u>	<u>Title</u>	<u>Date</u>
252.204-7004	Commercial and Government Entity (CAGE) Code Reporting	Mar 2000
252.204-7001	Required Central Contractor Registration	Aug 1999
252.227-7017??	Identification and Assertion of Use, Release or Disclosure Restrictions	Jun 1995
252.227-7028??	Technical Data or Computer Software Previously Delivered to the Government	Jun 1995
252.234-7000	Notice of Cost/Schedule Control Systems	Mar 1998

PROVISIONS IN FULL TEXT

NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (FAR 52.211-14) (SEP 1990)

Any contract awarded as a result of this solicitation will be (☐) DX rated order; (☒) DO rated order certified for national defense use under the

Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

TYPE OF CONTRACT (APR 1984) (FAR 52.216-1)

The Government contemplates award of a indefinite delivery, indefinite quantity, fixed-price contract resulting from this solicitation.

SERVICE OF PROTEST (AUG 1996) (FAR 52.233-2)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Contracting Officer, code 1164EF, NAVSURFWARCENDIV Crane Division, Crane, IN 47522. [*Contracting Officer designate the official and location where a protest may be served on the Contracting Officer.*]

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-1)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far>

USE OF NON-DEVELOPMENTAL ITEMS (NDI) (NAVSEA) (MAY 1993)

(a) Use of NDI is the preferred method of satisfying operational requirements of the Navy where such use does not degrade the operational or performance requirements. The term NDI means:

- (1) Any item of supply that is available in the commercial marketplace;
- (2) Any previously developed item of supply that is in use by a department or agency of the United States, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;
- (3) Any item of supply described in paragraph (1) or (2) that requires only minor modification in order to meet the requirements of the procuring agency; or
- (4) Any item of supply that is currently being produced that does not meet the requirements of paragraph (1), (2), or (3) solely because the item:
 - (i) is not yet in use; or
 - (ii) is not yet available in the commercial marketplace.

(b) Offerors are encouraged to propose NDI or partial NDI alternatives to conventional R&D or MIL-SPEC production hardware or software requirements of this solicitation at all levels of the work breakdown structure (i.e. end-item, sub-system, component, piece part, etc.). All proposed NDI alternatives shall be clearly identified in the proposal. The intent of the NDI alternative is to provide the Navy with effective and economic solutions to its essential operational requirements.

BLANKET EXEMPTION CERTIFICATE

In accordance with the provisions of Section 39(a) and Section 6 of the Indiana Gross Income Tax Act of 1933, Crane Division, Naval Surface Warfare Center, Crane, Indiana, is specifically exempt as a Government activity from any payment of sales and use tax has been assigned Exemption Certificate Number 0018103400015.

BUSINESS HOURS

Crane Division, Naval Surface Warfare Center, Crane, Indiana, allows flexible working hours for its employees. The normal eight-hour shift may be worked between the hours of 6:30 AM and 5:30 PM EST. Many of our employees work 6:30 AM to 3:00 PM as a regular practice. The core time, when all employees are scheduled to work, is 9:00 AM to 3:00 PM.

Note: The offeror shall complete the STANDARD COMMERCIAL WARRANTY text in section "T" of this solicitation. A copy of the offeror's warranty shall be submitted with the initial offer.

WORLD WIDE WEB SOLICITATION INFORMATION

Some solicitations available posted on the WWW site may not include all documents of the solicitation package. Drawings and Contract Data Requirement Lists (CDRLs) are examples of documents that may not be included due to technical issues. Under those circumstances, a notice will be provided with each solicitation package listing documents not available on WWW. Hard copies of the documents may be obtained by contacting the solicitation Point of Contact (POC) listed in the solicitation document.

Any amendments to the subject solicitation will be posted to the NSWC Crane Division WWW Page (<http://www.crane.navy.mil/supply/solicit.htm>) beneath the applicable solicitation. The complete solicitation package, including all amendments, should be received and reviewed prior to submitting a response. It is the responsibility of the offeror to obtain all amendments and/or other applicable documents prior to submission of the offer. Under these circumstances, offerors are reminded to include acknowledgement of acceptance of these amendments in their offer.

SECTION "M" - EVALUATION FACTORS FOR AWARD

PROVISIONS IN FULL TEXT

Negotiations will be conducted and award will be made to Saft America if Saft America is determined to be responsible and if both parties are able to come to an agreement on all applicable terms and conditions.